

TIMBER SALE CONTACT

THIS AGREEMENT, made this _____ day of _____, 20____, between the _____

hereinafter called the SELLER, and _____

hereinafter call the PURCHASER.

ARTICLE I

Preamble

For and in consideration of the promises and agreements hereafter contained, SELLER agrees to sell and permit PURCHASER to cut and PURCHASER agrees to purchase, cut and remove such cut timber specified in this Agreement, subject to the agreement provisions hereof.

ARTICLE II

Description

A. This sale area of _____ acres, more or less, in: Sections _____, Township _____, Range _____; _____ County, Florida.

B. The boundaries of the sale area, and any subdivision thereof, are as shown on the attached sale area map, which is made a part hereof.

ARTICLE III

Timber Included

This agreement includes only that timber within the sale area as described in Article II A and B, designated in the following manner by a representative of SELLER: Timber to be harvested includes _____

ARTICLE IV

Condition of Sale

A. PURCHASER agrees to cut and remove timber included in this Agreement in strict accordance with all conditions and requirements contained herein.

B. PURCHASER hereby agrees to pay SELLER for all timber to be cut as follows:

Product	Per Ton
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

All checks are to be made out to _____

All loads of wood removed are to be weighed on state certified scales and each scale ticket is to be dated and include gross, tare and net weights. All payments are due within ten (10) days of the week of harvest. The PURCHASER shall provide all corresponding market weight scale tickets for all loads removed during each week along with the appropriate weekly production ledger.

C. PURCHASER has furnished Check No. _____, to serve as a security deposit, in the amount of _____ dollars (\$ _____ .00), receipt of which is hereby acknowledged. Said security deposit shall be refunded to PURCHASER at the termination of this Agreement, provided all of its terms have been complied with to the satisfaction of the SELLER.

D. The term of this Agreement and the terms for which the parties hereto are bound shall be from the final execution date of this Agreement until for _____ (_____) months thereafter. Extensions to this term will be made whenever the SELLER has deemed it necessary to suspend harvesting operations on the sale area due to adverse weather conditions, or other extreme contingencies. The PURCHASER will be notified by the SELLER as to when harvesting operations may resume, and the extended term will then be reduced accordingly by the number of days until the PURCHASER resumes harvesting operations. Requests for additional extensions must be made by PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination, with the reasons for request stated therein.

E. PURCHASER or PURCHASER'S representative agrees to have a conference with the SELLER before cutting begins, in order to discuss logging plans, roads to be used for hauling, etc.

F. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized. No stump will be cut so low as to eliminate the paint mark if such mark has been applied in accordance with Article III.

G. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with SELLER.

H. All other timber in the Agreement area under valid claims of another agreement or not designated in accordance with Article III is excluded from this sale. All lightwood in the Agreement area is also excluded from this sale.

I. The designated timber to be cut and utilized shall equal or exceed the following minimum dimensions: _____

J. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees created by harvesting operations shall be freed and removed the same day such "lodging" occurs.

K. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or PURCHASER'S employees. PURCHASER shall be held liable for all damages caused by such fires.

L. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations, and if damaged, shall be repaired immediately by and at the expense of PURCHASER.

M. Loading of log trucks is not permitted on paved or graded roads. SELLER reserves the right to designate location of skid trails.

N. Skidding trees down roads is prohibited. Also, these areas will be kept free of logs, tops, brush and debris resulting from PURCHASER'S operations hereunder, and any road used by PURCHASER in connection with this sale that is damaged by skidding or logging equipment shall be repaired promptly by PURCHASER at PURCHASER'S expense to its original condition. SELLER retains the right to close down timber sale operations in inclement weather if logging damage to the sale area is deemed to be too severe.

O. PURCHASER shall guard the gates used by PURCHASER'S operations hereunder, any fences enclosing pasture lands, at all times when such gates are open and used by PURCHASER to prevent any cattle, horses or other animals from passing through them, and shall close such gates after using them.

P. When the PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, the same color of paint will not be used as that used by SELLER.

Q. Undesignated live trees which are cut or otherwise injured by PURCHASER'S operations shall be paid for by PURCHASER at double stumpage, based on a stump cruise by SELLER; provided that such payment shall not release PURCHASER from liability for any damage occurring to SELLER, other than for value of said trees. The doubling of the appropriate product class price will be the correct double stumpage figure.

R. The amounts specified in the paragraph immediately preceding shall be regarded as liquidated damages and may be waived at the discretion of the SELLER in accidental or exceptional cases which involve small amounts of material.

S. The decision of SELLER shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of timber covered by this Agreement.

T. All operations on the sale area may be suspended by the SELLER after written notice has been served on PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement.

U. This Agreement will not be assigned in whole or in part without the approval of SELLER.

V. All monies deposited under this Agreement shall, upon failure of PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by SELLER to be applied to the satisfaction of PURCHASER's obligation hereunder.

W. Title to all timber included in this Agreement shall remain with SELLER until it has been paid for.

X. The right of ingress, egress and regress is hereby granted to PURCHASER for the duration of this Agreement.

Y. PURCHASER shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of said PURCHASER to see that the area is cleaned up upon completion of logging.

Z. PURCHASER agrees to assume full responsibility and to be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; and PURCHASER agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless SELLER, their officers, agents and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

AA. PURCHASER shall notify SELLER at least two (2) working days prior to completion of the sale so that a compliance inspection can be made.

BB. The PURCHASER must adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual.

CC. The PURCHASER is solely responsible for maintaining the sale roads and making them serviceable prior to logging, as approved by the SELLER. Rutted roads will be back bladed by PURCHASER upon completion of sale. SELLER retains the right to close down the timber sale operations in inclement weather if damage to roads is deemed by the SELLER to be too severe.

DD. PURCHASER is to exercise care in not damaging trees that adjoin the sale area. Trees shall be felled within the sale boundaries and all logging activities shall take place within the marked sale boundaries or otherwise designated

EE. PURCHASER agrees to have a representative to provide routine on site supervision of the harvesting operation that has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training certification as long as this Agreement is in effect. Additionally, this representative will schedule weekly on site cutting inspection visits to the harvesting operation in conjunction with the SELLER to assure compliance with Florida's Best Management Practices.

FF. This Agreement is subject to the following additional conditions of sale:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 20____.

Witnesses:

SELLER

Date

PURCHASER:

Signature Title

Date